

302479

NUTT, J.E. NO. 1536-A  
RECORDED NOVEMBER 20, 1980  
INSTRUMENT NO. 302479

RECORDED Nov 20 1980

# PLAT OF J. E. NUTT SUBDIVISION

A REPLAT OF A PORTION OF LOT 48 AND A PORTION OF LOT 49 ALL IN THE HARTRANFT SUBDIVISION BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 79 WEST SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

### CERTIFICATE OF DEDICATION:

WE J.E. NUTT AND LOLA A. NUTT, HUSBAND AND WIFE, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE REPLAT OF A PORTION OF LOT 49 AND A PORTION OF LOT 48 ALL IN THE HARTRANFT SUBDIVISION, RECORDS OF NATRONA COUNTY, WYOMING. SAID SUBDIVISION ALSO BEING IN THE NW 1/4 OF SECTION 29, T34N, R79W, 6TH PRINCIPAL MERIDIAN AND THAT THIS PLAT IS IN ACCORDANCE WITH THE DESIRES OF AND IS WITH THE FREE CONSENT OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS WHICH ARE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
— BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 49, BEING A 5/8" REBAR; THENCE SOUTH 89° 54' 09" EAST (S89° 58' W Per Hartranft Subdivision) ALONG THE NORTHERLY LINE OF SAID LOTS 49 AND 48 A DISTANCE OF 277.45 FEET; THENCE SOUTH 0° 35' 16" EAST PARALLEL WITH AND 92.50 FEET AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 48 A DISTANCE OF 331.20 FEET; THENCE NORTH 89° 54' 09" WEST 277.57 FEET TO THE WEST LINE OF SAID LOT 49 AND THE EAST RIGHT-OF-WAY OF ANDY ROAD A 66 FOOT WIDE ROADWAY; THENCE NORTH 0° 34' 00" WEST ALONG THE AFOREMENTIONED WEST LINE OF LOT 49 AND SAID EASTERLY RIGHT-OF-WAY OF ANDY ROAD A DISTANCE OF 331.20 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.11 ACRES  
AND AS APPEARS ON THIS PLAT SHALL BE KNOWN AS "J.E. NUTT SUBDIVISION", NATRONA COUNTY, WYOMING; SAID TRACT OF LAND IS HEREBY SUBDIVIDED INTO TEN(10) LOTS AS APPEAR ON THIS PLAT; THERE IS HEREBY GRANTED TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AND NATRONA COUNTY AN EASEMENT TO LOCATE, CONSTRUCT, USE, AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, USE AND MAINTENANCE OF CONDUITS, LINES, POLES, WIRES, PIPES, AND STORM DRAINS, OVER, UNDER, AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS HEREBY WAIVE AND RELINQUISH ALL RIGHTS THEY MAY HAVE THERETO. BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING. ALL ROADS AND PUBLIC WAYS SET FORTH IN THIS PLAT ARE DEDICATED TO PUBLIC USE.

WIFE: Lola A Nutt  
LOLA A. NUTT

HUSBAND: J.E. Nutt  
J. E. NUTT

STATE OF WYOMING  
COUNTY OF NATRONA

On this 26th day of September, 1980 before me personally appeared, Lola A. Nutt and J.E. Nutt, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the waiver and release of the right of homestead.

Given under my hand and notarial seal, the day and year first above written.

My commission expires Nov 2, 1982

William F. Cooper  
NOTARY PUBLIC

### CERTIFICATE OF SURVEYOR

STATE OF WYOMING  
COUNTY OF NATRONA

I, ALLEN W. STOTTS, OF CASPER, WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING ACTUAL SURVEYS MADE BY ME DURING THE MONTHS OF DECEMBER 1979 AND JANUARY 1980 AND THAT THE FOREGOING PLAT CORRECTLY AND ACCURATELY REPRESENTS THE LOCATION AND SUBDIVISION OF THE LANDS AS SHOWN AND ACCORDING TO THE INTENT OF THE OWNER OF SAID LANDS.

WYOMING REGISTRATION NO. 592, LAND SURVEYOR

Allen W. Stotts  
ALLEN W. STOTTS

Subscribed in my presence and sworn before me on this 26th day of September, 1980  
My commission expires Nov 2, 1982

William F. Cooper  
NOTARY PUBLIC

### APPROVALS

BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING BY RESOLUTION DULY PASSED ON THE 20 DAY OF October 1980

ATTEST: J. E. Nutt  
COUNTY CLERK

John W. Stotts  
CHAIRMAN OF THE BOARD

INSPECTED AND APPROVED ON THE 29th DAY OF September 1980.

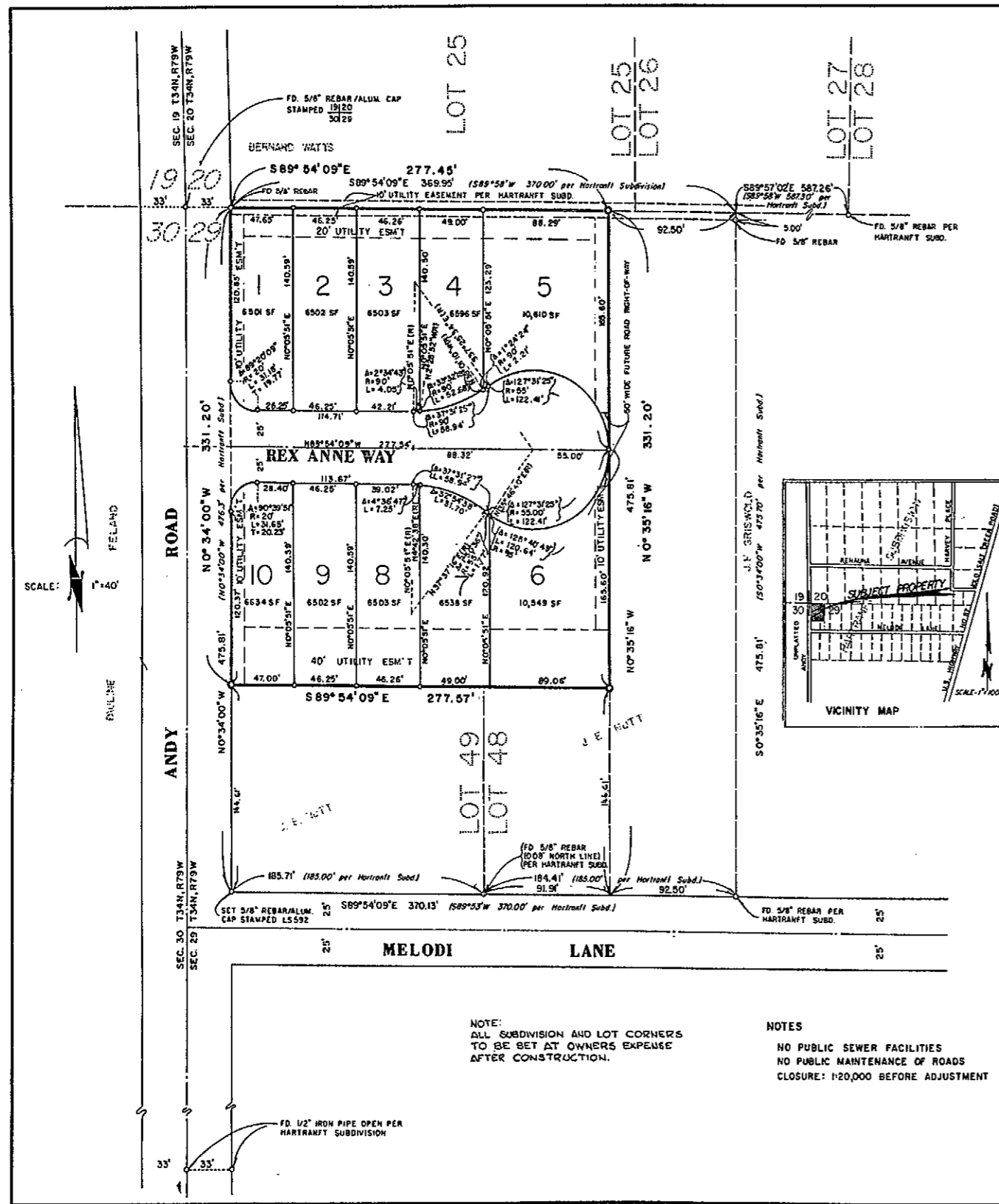
Allen W. Stotts  
COUNTY SURVEYOR

INSPECTED AND APPROVED ON THE 26th DAY OF Sept 1980.

John W. Stotts  
DIRECTOR OF ENVIRONMENTAL HEALTH

Filed for record in the Office of the County Clerk of Natrona County, Wyoming this 20th day of November, 1980

J. E. Nutt  
COUNTY CLERK



RECORDED Nov 20 19 80 AT 2:33 O'CLOCK PM  
INSTRUMENT NO. 302480  
JOHN L. TOEIN COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS - J. E. NUTT SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of October, 1980, by and between the Board of County Commissioners, Natrona County, Wyoming, hereinafter referred to as "Board", and J. E. and Lola A. Nutt, husband and wife, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise the J. E. Nutt Subdivision, a subdivision of Natrona County, Wyoming, a copy of a plat which is attached hereto as Exhibit "A", and made a part hereof; and

WHEREAS, the owner has requested that the Board of County Commissioners approve said plat under the terms and conditions of the Wyoming State Statutes; and

WHEREAS, the owner, by this agreement, seeks to assure the Board that he will complete various steps required by the Board to perfect the subdivision and further covenants to the Board that all work done will be in accordance with this agreement; and

WHEREAS, it is the mutual desire of the parties hereto to establish a written record of this agreement with respect to said subdivision and the development thereof, whereupon the Board will approve the subdivision plans under the provisions of the Wyoming State Statutes.

NOW, THEREFORE, the parties hereto agree as follows:

I.

OBLIGATIONS OF OWNER

The owner, within 60 days after receiving written direction from the Board, shall, at his sole cost and expense, do or cause to be done the following:

1.1 Surveying:

- A. Set all subdivision corners and 1/16th corners with 2" diameter brass caps, in concrete, showing the number of the corner, identifying initials of the surveyor or company making the survey. If the

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Canine Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:  
**FIRST AMERICAN TITLE INSURANCE CO., INC.**  
 120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

original outside boundary marker is in a location likely to be obliterated or destroyed, i.e., roadway, alley, etc., it shall be adequately witnessed with at least two monuments of equal quality to those required above.

- B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by No. 5 rebar with metal caps identifying the corners and driven flush with the ground surface. Points of intersection (PI's) and points of return (POR's) of all blocks and the PT's and PC's of all curves shall be marked after initial dirt moving work has been completed to avoid the necessity of marking block and lot corners twice, all of which shall be in place at the time the final inspection is made by the County Engineer and upon completion of the roadway and drainage construction.

**1.2 Roadway Classification:**

- A. Rexann Way shall be classified as a rural local road with a 50'0" right-of-way, 30'0" earthgrade width, two 12'0" travelways, two 3'0" shoulders at 6:1 slope and two 15'0" borrow pits. Said roadways shall be graveled and have a minimum of 6" of grading "w", as defined by the Wyoming Highway Department Specifications, 1974 Edition.
- B. The County Engineer, County Road and Bridge Superintendent or Planning Director, based upon a soils test prepared and certified by a soils engineer, may alter the above construction standards.

**1.3 Construction of Roadways:**

- A. All work done on roadways within the subdivision shall conform to the specifications set forth herein and shall cover the preparation and placing of crushed aggregate base surfacing on roads within the County. Prior to the construction of aggregate base surfacing, soils tests shall be submitted to the County Engineer, County Road and Bridge Superintendent and County Planner for review and written approval.

**B. Crushed Base Aggregate:**

Gravel used for crushed base surfacing shall be composed of clean, hard, durable, natural stone or aggregate having the following gradations after crushing is completed.

| Sieve Size | % Passing by Weight |         |
|------------|---------------------|---------|
|            | Minimum             | Maximum |
| 1"         | 95                  | 100     |
| 3/4"       | 70                  | 95      |
| #4         | 40                  | 60      |
| #8         | 30                  | 50      |
| #200       | 3                   | 12      |

The crushed stone shall have a percentage of wear not more than 50% when tested in accordance with A.A.S.H.O. T-96 (Los Angeles Abrasion Test).

Compliments of:  
**FIRST AMERICAN TITLE INSURANCE CO., INC.**  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

The fraction passing the No. 4 sieve shall have a plasticity index of not greater than 6, as determined by A.A.S.H.O. T-89, T-90 and T-91.

The fraction passing the No. 4 sieve shall be composed of at least 35%, by weight, of particles having at least one fractured face.

There shall be no soft lumps, clay balls, or thin elongated stones, in excess of 3% of the total sample.

**C. Placement of Crushed Base:**

A crushed base must be applied in accordance with the Natrona County Standards and subject to the written approval of the County Engineer and the Road and Bridge Superintendent.

**1.4 Construction Sequence:**

All roadways within the subdivision shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in surfacing or other off-site improvements.

**1.5 Improvement Services District:**

An improvement services district shall be established for the maintenance of roadways and solid waste disposal.

**1.6 Certification:**

The owner shall certify, in writing, that the roadways within the subdivision have been constructed to the specifications set forth in this agreement. The owner shall maintain the same for a period of one year from the date of certification, at which time the County Engineer, County Road and Bridge Superintendent or other designated County official will inspect the construction thereof, for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove said roadway construction, in writing, and so notify the owner. If said roadway construction is disapproved, the County shall notify the owner, in writing, of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.

**1.7 Grading and Erosion Control:**

- A. Top soils shall be removed, stock piled and replaced.
- B. Fill areas shall be filled in 6" lifts and compacted to optimum moisture and density.
- C. Moisture content shall be within +2 or -4 percentage of optimum.
- D. Compaction shall be 95% of A.A.S.H.O. T-99.
- E. An approved erosion control plan has been submitted to and approved by the County Engineer or County Planner and is attached hereto as Exhibit "B".

Compliments of  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

1.10 Water Service:

Water Service shall be provided by the Wardwell Water and Sewer District.

1.11 Sewer Service:

Sewer service shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the subdivision for the location of septic tank systems. In addition to approval by the Health Department, the owner must provide the Board with a copy of the percolation tests for each lot which must be certified by an engineer. Said test results shall be filed and recorded with the contract documents between the owner and the Board, and are attached hereto as Exhibit "C".

1.12 Utilities:

All utilities shall be underground.

1.13 Covenants:

The owner shall prepare and submit a copy of the covenants for said subdivision to the Board, which shall be attached hereto as Exhibit "D", and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.14 Financial Commitment:

In order to assure the Board that the owner has sufficient financial resources to complete the off-site improvements set forth in this agreement; such as, construction of roads, culverts, and the installation of street signs and other traffic control devices, as well as the implementation of an erosion control program; etc., the owner shall submit to the Board an irrevocable letter of credit, or post a performance bond in the amount of the estimated cost of the off-site improvements, as established and certified by the owner's engineer and approved by the Board. At the option of the Board, the Board may permit the owner to construct the off-site improvements in phases, under such terms and conditions as approved by the Board. If the owner is permitted to construct the off-site improvements in phases, the irrevocable letter of credit or performance bond may be reduced to the amount of the estimated cost of a specified phase of the off-site improvements, as certified by the owner's engineer, or the requirement of a performance bond or letter of credit may be waived. The owner agrees to complete the construction of all off-site improvements set forth in the first phase of development in accordance with this agreement, prior to the sale of lots in the second or any subsequent phase of the subdivision development. The owner, upon completion of construction of the off-site improvements for the specified phase of construction, shall notify the Board, in writing, of their completion. If the off-site improvements are not rejected by the Board or their designee in writing within 15 working days from the date of notification, the owner can assume that the specified phase of construction of said off-site improvements has been approved. The owner further agrees that if he deviates from the above without written approval from the Board, it shall be considered non-compliance with this agreement and the owner will be liable for any and

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

all actions taken by the Board toward the enforcement of this agreement. In addition, the owner agrees to notify the Planning Director, in writing, seven (7) days prior to beginning said construction so that a proper inspection schedule can be established. If, in the opinion of the Board or its designee, the work is satisfactory and is progressing in a timely manner, the Board or its designee may issue an order to proceed to the next phase prior to completion of the previous phase.

1.15 Resubdivision of Lots:

The owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Board for their approval.

1.16 Final Plat, Deeds, Etc.:

The final plat, deeds, conditional sales agreements and solicitations for sale shall state that there will be no public sewer or road maintenance.

1.17 Public Sites and Open Spaces:

In compliance with Section 21.1 of the Natrona County Subdivision Regulations, the owner shall pay to the County a cash park contribution equal to 6% of the raw land value of the total land area of the subdivision. For the purposes of this agreement, 6% of the raw land value has been determined to be \$600.00.

1.18 Utility Easements:

Ten foot utility easements shall be required along Lots 6, 7, 8, 9 and 10.

1.19 Compliance with Applicable State Laws:

The owner agrees to comply with all State laws and rules and regulations promulgated thereunder.

1.20 Hold Harmless Clause:

The owner further specifically agrees to hold the Board and any persons acting by and through the Board harmless from any claims or causes of action whatsoever brought against it as a result of the owner's negligence in complying with the terms of this agreement, and further to indemnify the Board and all persons acting by, through and under the Board from any claims or causes of action whatsoever arising out of the owner's negligence in complying with this agreement. Further, that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.

OBLIGATIONS OF BOARD

2.1 The Board of County Commissioners hereby grants a variance for Lots 1-4 and Lots 7-10, which do not comply with the minimum 70 foot lot frontage required in an R-M (Mixed Density Residential) District.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(f).

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY-82601 • (307) 237-6486



THIS AGREEMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
Natrona County, Wyoming

My Term of Office Expires  
January 3, 1983

ATTEST:

John J. Tobin  
County Clerk

Nat E. Fowler, Chairman

Commissioner

Commissioner

OWNERS  
J. E. Nutt Subdivision

J. E. Nutt

Lola A. Nutt

ACKNOWLEDGEMENT

STATE OF WYOMING )  
                              ) ss.  
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Nat E. Fowler, Chairman; ~~Frank J. Schultz~~, Commissioner; and \_\_\_\_\_ Commissioner; Board of County Commissioners, Natrona County, Wyoming, this 17 day of December, 1980.

Witness My Hand and Official Seal.

MARIE C. MITCHELL - Notary Public  
County of Natrona State of Wyoming  
My Commission Expires Mar 17, 1983

Notary Public

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )  
COUNTY OF NATRONA)

ss.

The foregoing instrument was acknowledged before me by J. E. and Lola A. Nutt, husband and wife, as owners of J. E. Nutt Subdivision, this 7th day of October, 1980.

Witness My Hand and Official Seal.

My Commission Expires:

*Stella Terry*  
Notary Public  
STELLA TERRY - Notary Public  
County of \_\_\_\_\_ State of Wyoming  
My Commission Expires Jan. 14, 1983

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



Exhibit B

EROSION CONTROL CONSERVATION PLAN

Compliments of  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Date: 9/10/80

Name of Applicant: J. E. Nutt

Business Address: 7140 Salt Creek Rd Ph. 237-2647

Home Address: 11 11 11 Rd 1377 265-3557

Subdivision: J.E. Nutt Subdivision

I, \_\_\_\_\_, hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural top soil, trees, and other vegetation and alter the existing contours through grading for the construction of roadways, utility installations, building sites or development in the J.E. Nutt Subdivision, which is located 2 1/4 miles north of the City of Casper and is more specifically identified on the attached plat or drawing.

If approved by the Board, this soils erosion plan shall:

- A. Become a part of the written agreement between the owner and the Board; and
- B. Become a part of the covenants established by the owner.

The soils erosion plan shall consist of the following information:

1. Total acres of land in the subdivision. 2 acres
  2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. None (improve existing road)
  3. The soil classification(s), in accordance with the Unified Soils Classification System. Dunbar type sand
- If more than one soil classification is involved, a map showing the soil classifications shall be attached.
4. A map showing the existing and proposed contours.
  5. The type of vegetation to be removed from the exposed areas (major types and common names only). None
  6. Maximum slope of the exposed areas (cut slope, fill slope, etc.) 2:2
  7. The proposed method of stripping, storing and replacing of top soil. None

If special erosion problems exist, check the appropriate: (a)  Active sand dunes; (b)  Alkali areas; (c)  Bentonite areas; (d)  Other.

The following procedure is required: When stripping top soil from the designated area; brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the top soil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover embankments, cut slopes and other exposed areas. The top soil shall be placed in a uniform manner to a depth commensurate with the quality of top soil available and the area to be covered. Top soil shall be keyed to the underlying material by scarifying along contours to a

depth of approximately six inches. In urban type developments, which have a density of 3 units per acre or more, the owner, during the time the exposed area is being re-vegetated or built upon, shall control blowing dust by either watering or installing snow fence in accordance with Section 10.

8. The proposed method of reseeding or revegetation of the exposed areas. None (area to be disturbed)

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit "A". Planting depth shall be 1/2 inch to 1 1/2 inches. Seeding shall be applied between the time the frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

9. The proposed method of maintaining slopes or exposed areas after mulching and seeding. None

The following procedure is required: Once an area is mulched and seeded, all surface exposure (grazing and vehicular traffic) shall be prohibited. Re-seeding, if necessary, shall follow the procedures outlined in Section 8.

10. The proposed method of controlling wind erosion on those areas that are developed at a time when grass seeding is not practical or the exposed areas will lie fallow for a short period of time (less than 6 months)

Watering during construction

The following procedure is required: Snow fences shall be located at right angles to the prevailing winds and spaced at intervals of approximately 50 feet. The first fence must be located at the windward edge of the exposed area and continue across the entire site.

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

11. The proposed method of controlling water erosion on steep slopes or other applicable areas. None (no water erosion problems)

The following procedure is required: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends. The matting shall be held in place by means of staples driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled. Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.

12. The owner may submit to the Board for their review and approval an alternate method of erosion control other than that required in paragraphs 7 through 11, inclusive. The alternate method shall be denied within 45 days after officially being submitted to the Board, or the owner can assume that the alternate method has been approved by the Board.

13. If the owner fails to initiate or complete the above Erosion Control Conservation Plan, and if the County, at its sole discretion completes any erosion control conservation program that is acceptable and approved by the Board, the owner agrees to pay to the County all costs incurred in initiating and completing the erosion control conservation plan that is acceptable and approved by the Board.

14. This Erosion Control Conservation Plan shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

15. The Conservation District is available for consultation on erosion control projects on a voluntary basis.

16. Review and recommendations by the Board or authorized designee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER OR AGENT

BOARD OF COUNTY COMMISSIONERS  
Natrona County, Wyoming

J. E. Nantz  
Date 9-19-80

Chairman or Authorized Designee

Date Approved \_\_\_\_\_

Compliments of:  
**FIRST AMERICAN TITLE INSURANCE CO., INC.**  
 120 N. Center Street • Casper, WY 82601 • (307) 237-8488



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

EXHIBIT "A"

SEEDING TABLE FOR CRITICAL AREA PLANTING

|                            | S=Sod Former<br>B=Bunchgrass | Sandy Soils | Loam Soils | Clay Soils | Wet Soils | Saline Soils | Drilled Seedings<br>PLS/Acre Dryland 1/ | Drilled Seedings<br>PLS/Acre Irrigated 1/ |
|----------------------------|------------------------------|-------------|------------|------------|-----------|--------------|---|---|
| <b>Introduced Grasses:</b> |                              |             |            |            |           |              |   |   |
| Crested Wheatgrass         | B                            | x           | x          | x          |           |              | 12                                      | 24  |
| Garrison Foxtail           | S                            |             |            |            | x         |              | 10                                      | 20  |
| Intermediate Wheatgrass    | S                            | x           | x          | x          |           |              | 14                                      | 28  |
| Kentucky Bluegrass         | S                            | x           | x          | x          |           |              | 26                                      | 12  |
| Pubescent Wheatgrass       | S                            | x           | x          | x          |           |              | 14                                      | 28  |
| Reed Canarygrass           | S                            |             |            |            | x         |              | 6                                       | 12  |
| Smooth Bromegrass          | S                            |             | x          | x          |           |              | 14                                      | 28  |
| Tall Fescue                | B                            |             |            | x          |           | x            | 10                                      | 20  |
| Tall Wheatgrass            | B                            |             |            | x          |           | x            | 16                                      | 32  |
| Timothy                    | B                            |             |            |            | x         |              | 3                                       | 6   |
| <b>Native Grasses:</b>     |                              |             |            |            |           |              |   |   |
| Canada Wildrye             | B                            | x           |            |            |           |              | 12                                      | 24  |
| Green Needlegrass          | B                            |             | x          | x          |           |              | 10                                      | 20  |
| Sheep Fescue (Durar)       | B                            | x           | x          | x          |           |              | 3                                       | 6   |
| Indian Ricegrass           | B                            | x           |            |            |           |              | 12                                      | 24  |
| Prairie Sandreed           | S                            | x           |            |            |           |              | 5                                       | 10  |
| Slender Wheatgrass         | B                            | x           | x          | x          |           | x            | 8                                       | 16  |
| Streambank Wheatgrass      | S                            | x           | x          |            |           |              | 10                                      | 20  |
| Thickspike Wheatgrass      | S                            | x           | x          |            |           |              | 12                                      | 24  |
| Western Wheatgrass         | S                            |             | x          | x          | x         | x            | 12                                      | 24  |
| <b>Legumes: 2/</b>         |                              |             |            |            |           |              |   |   |
| Alfalfa                    |                              | x           | x          | x          |           |              | 10                                      | 20  |
| Sweet Clover               |                              | x           | x          | x          |           | x            | 7                                       | 14  |
| White Clover               |                              |             |            |            | x         |              | 3                                       | 6   |

1/ When broadcast seeder is used, the seeding rate will be doubled.

2/ All legumes will be inoculated with appropriate culture.

P.L.S. = Purity of seed (X) germination

USDA-SCS-WY

January 1979

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



Compliments of  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8488

CASPER-NATRONA COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH DIVISION

PHONE 235-9316  
1200 EAST THIRD STREET  
CASPER, WYOMING 82601

WALTER B. WATSON, M.D.  
HEALTH OFFICER

NIX ANDERSON, R.S.  
ASSISTANT ADMINISTRATOR

*Exhibit "C"*

September 26, 1980

Mr. Chuck Davis  
City-County Planner  
200 North David  
Casper, WY 82601

Dear Mr. Davis:

This letter is in regard to the JE Nutt Trailer Court. Percolation tests were taken by this department for this trailer court quite some time ago and showed the percolation rate of 10 minutes per inch.

Any additional information needed concerning this trailer court feel free to call this department.

Sincerely,

Nix Anderson  
Assistant Administrator

NA/bla

302180

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

J. E. NUTT SUBDIVISION

To plat and dedication of J. E. Nutt Subdivision, a replat of portions of Lots 48 and 49 of the Hartranft Subdivision being a portion of the NW $\frac{1}{4}$  of Section 29, Township 34 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming.

The following restrictions and limitations shall become covenants in any deed or other legal or equitable conveyance of the following described lands in Natrona County, Wyoming, to-wit:

The J. E. Nutt Subdivision, a replat of portions of Lots 48 and 49 of the Hartranft Subdivision being a portion of the NW $\frac{1}{4}$  of Section 29, Township 34 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming, as the same has been subdivided by the plat and dedication to which these covenants are attached as an exhibit and any lot, part or parcel thereof, such that the same shall be covenants running with the land, to-wit:

1. All lots or portions of lots within this subdivision may be used and occupied for single-family residence, two-family residence, and mobile homes.
2. Each structure erected or installed in or on any lot herein shall contain adequate provision for sewage, and when a community or municipal or sanitary sewer system is not available, an adequate, accepted sewage disposal system must be installed for each lot, and the same shall be constructed, operated and maintained in compliance with the rules, regulations and standards required by the State of Wyoming and local departments of health. In addition, all plumbing installations shall comply with the Western Plumbing Code, and such compliance shall be certified and approved by the inspection of a recognized plumbing inspector.
3. Each structure shall be adequately wired for electricity in full compliance with requirements of the United States Electrical Contractor's Code.
4. Not more than four ordinary domestic house pets may be kept by any household, and the owner of at least two acres of land may keep one horse or cow, and one additional horse or cow for each acre by which the area of his lot, or the area of contiguous lots under one ownership exceeds two acres. Any area exceeding three-fourths of an acre shall be considered one additional acre for the purposes of this limitation. When domestic house pets and other domestic animals are kept as above permitted, the owner or owners thereof shall provide proper and adequate shelter therefor, keep the same contained and restricted to his own premises, and the entire premises shall be kept clean and sanitary at all times.

Compliments of  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

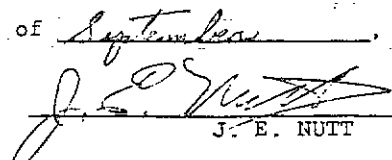


Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

5. The owner of each lot, or of contiguous lots, shall forthwith enclose the same with a legal fence as defined and permitted by the statutes of the State of Wyoming now in force, or as the same may hereafter be amended.
6. The owner of each lot shall not permit the accumulation of weeds, brush, rubbish or junk of any kind, or allow or permit said premises, or the animals or property thereon to become a nuisance or offensive or to the annoyance, of the other owners of lands within the subdivision. Each owner shall furnish a solid garbage and refuse container and the same shall be kept erect and covered at all times, and the same shall be emptied and the garbage and refuse disposed of so that the same may not be permitted to escape or to accumulate.
7. There is hereby reserved in all streets and roadways, and in the other areas delineated on the plat to which this is attached, and across all lots and parcels of land in said subdivision, an easement and right-of-way not exceeding ten feet in width, for installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be used and occupied by any recognized utility or utility company without further conveyance.
8. The covenants and restrictions herein contained are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns, for a period of time ending December 31, 1994, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the land has been recorded agreeing to change said covenants in whole or in part.
9. Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.
10. Invalidation of any one of these restrictions by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

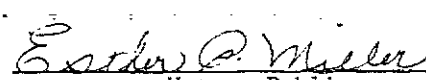
Executed and effective as of the date shown upon the plat and dedication to which this is attached as an exhibit.

Signed this 19th day of September, 1980.

  
J. E. NUTT

Subscribed and sworn to before me this 19th day of

September, 1980.

  
Notary Public

Esther P. Miller - Notary Public  
County of Natrona State of Wyoming  
My Commission Expires Feb. 4, 1981

302189